

# HOGAN & HARTSON

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17838-D  
AUG 10 1993 4:00 PM

INTERSTATE COMMERCE COMMISSION

August 6, 1993

17838-E

AUG 10 1993 4:00 PM

INTERSTATE COMMERCE COMMISSION

Mr. Sydney L. Strickland  
Secretary  
Interstate Commerce Commission  
12th & Constitution Avenue, N.W.  
Washington, D.C. 20432

Attn: Mrs. Mildred Lee

17838-F

AUG 10 1993 4:00 PM

INTERSTATE COMMERCE COMMISSION

MOTOR OPERATING UNIT  
Aug 9 4 00 PM '93

Dear Mr. Strickland:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11303(a) are one original executed copy and two certified photostatic copies of each of the following three documents:

1. Lease Supplement No. 1 (L-3N) (UTC Trust No. 1992-A) dated as of June 30, 1993 between the Connecticut National Bank, as "Lessor," and Union Tank Car Company, as "Lessee."
2. Lease Supplement No. 2 (L-3N) (UTC Trust No. 1992-A) dated as of July 2, 1993 between Shawmut Bank Connecticut, National Association (formerly known as The Connecticut National Bank) as "Lessor," and Union Tank Car Company as "Lessee."
3. Indenture Supplement No. 2 (L-3N) (UTC Trust No. 1992-A) dated July 2, 1993 between Shawmut Bank Connecticut, National Association (formerly known as The Connecticut National Bank) as "Owner Trustee," and Nationsbank of South Carolina, National Association as "Indenture Trustee."

Counterpart: J. D. Dickey

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Mr. Sydney L. Strickland  
August 6, 1993  
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A description of the railroad equipment covered by each of the enclosed three documents is set forth in Schedule 1 to Lease Supplement No. 1 (L-3N) and Schedule A to Lease Supplement No. 2 (L-3N).

These documents are to be filed in recordation No. 17838 as supplements to Equipment Lease Agreement (L-3N).

The names and addresses of the aforementioned parties to the enclosed documents are:

1. Union Tank Car Company  
39 South LaSalle Street  
Chicago, IL 60603
2. The Connecticut National Bank  
777 Main Street  
Hartford, CT 06115
3. Shawmut Bank Connecticut,  
National Association  
(formerly The Connecticut National Bank)  
777 Main Street  
Hartford, CT 06115
4. NationsBank of South Carolina,  
National Association  
1901 Main Street  
Columbia, SC 29222

Enclosed are three checks in the amount of \$16.00 each payable to the order of the Interstate Commerce Commission, covering the required recordation fee for each document. Kindly return two stamped photostatic copies of each of the two enclosed documents, as well as a stamped photostatic copy of this letter by return messenger.

HOGAN & HARTSON

Mr. Sydney L. Strickland  
August 6, 1993  
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Please feel free to contact me with any questions that you may have concerning the above.

Sincerely,

A handwritten signature in cursive script, appearing to read "Jennifer Halliday", with a large, sweeping flourish at the end.

Jennifer M. Halliday  
Legal Assistant

Enclosures

cc: Patrick J. Allen, Esq  
Peter F. Rousselot, Esq.

17838-0F  
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INTERSTATE COMMERCE COMMISSION

**INDENTURE SUPPLEMENT**

**NO. 2**

**(UTC Trust No. 1992-A)  
(L-3N)**

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Filed with the Interstate Commerce Commission pursuant to 49 U.S.C. §11303 on July \_\_, 1993 at \_\_\_\_ [a.m./p.m.], Recordation Number \_\_\_\_ and deposited in the Office of the Registrar General of Canada pursuant to Section 90 of the Railway Act of Canada on July \_\_, 1993.

**INDENTURE SUPPLEMENT NO. 2**  
**Trust Indenture (L-3N)**  
**(UTC Trust No. 1992-A)**

Indenture Supplement No. 2, dated July 2, 1993, between SHAWMUT BANK CONNECTICUT, NATIONAL ASSOCIATION (formerly known as The Connecticut National Bank), a national banking association, not in its individual capacity, but solely as Owner Trustee (the "Owner Trustee") under the Trust Agreement (L-3N), dated as of June 24, 1992 (the "Trust Agreement") between the Owner Trustee and the Owner Participant named therein, and NATIONSBANK OF SOUTH CAROLINA, NATIONAL ASSOCIATION, a national banking association, as Indenture Trustee (the "Indenture Trustee") under the Trust Indenture and Security Agreement (L-3N), dated as of June 30, 1992 (together with all amendments and supplements heretofore entered into, the "Indenture"), between the Owner Trustee and the Indenture Trustee.

**W I T N E S S E T H:**

WHEREAS, Section 5.1 of the Indenture provides that, upon the occurrence of an Event of Loss occurring with respect to one or more Units, one or more Replacement Units may be substituted for such Unit(s). Unless otherwise defined herein, capitalized terms used herein shall have the respective meanings specified in Appendix A of the Indenture;

WHEREAS, the Indenture provides for the execution and delivery of Indenture Supplements thereto substantially in the form hereof which shall particularly describe the Replacement Unit(s) and which shall specifically submit such Replacement Unit(s) to the Lien of the Indenture and this Indenture Supplement;

WHEREAS, the Indenture provides for the execution by the Indenture Trustee of an instrument releasing its Lien in and to such Unit(s) suffering an Event of Loss once Replacement Unit(s) have been made subject to the Lien of the Indenture; and

WHEREAS, the Indenture relates to the Equipment described in the copy of the Lease Supplement of even date herewith attached hereto as Exhibit A and made a part hereof, and a counterpart of the Indenture is incorporated by reference herein and made a part hereof to the same effect as if such Indenture were set forth herein,

NOW THEREFORE, in order to secure the prompt payment of the principal of, Make-Whole Amount, if any, and interest on the Equipment Notes from time to time Outstanding under the Indenture (including those, if any, Outstanding under this Indenture Supplement) and the performance and observance by the Owner Trustee

of all the agreements, covenants and provisions in the Indenture for the benefit of the holders of such Equipment Notes, subject to the terms and conditions of the Indenture and this Indenture Supplement, and in consideration of the premises and of the covenants contained in this Indenture Supplement and of the acceptance of the Equipment Notes by the holders thereof, and of the sum of \$1.00 paid to the Owner Trustee by the Indenture Trustee at or before the delivery hereof, the receipt whereof is hereby acknowledged, the Owner Trustee (i) has granted, bargained, sold, assigned, transferred, mortgaged, pledged and confirmed, and does hereby grant, bargain, sell, assign, transfer, pledge, mortgage, and confirm, the property comprising the Replacement Unit described in the copy of the Lease Supplement No. 2 (L-3N) Schedule A attached hereto as part of Exhibit A and (ii) has granted, bargained, sold, assigned, transferred and set over, all of the right, title and interest of the Owner Trustee under, in and to the Lease and the Lease Supplements relating hereto and all Rent thereunder, including, without limitation, all amounts of Basic Rent, Supplemental Rent and payments of any kind (including, without limitation, Stipulated Loss Value and Termination Value) required to be made by the Lessee thereunder with respect to such Equipment, to the Indenture Trustee, its successors and assigns, in the trust created by the Indenture for the benefit of the holders from time to time of the Equipment Notes (excluding, however, any rights to Excepted Property thereunder and subject always to Section 8.9 of the Indenture).

To have and to hold all and singular the aforesaid property unto the Indenture Trustee, its successors and assigns, in trust for the benefit and security of the holders from time to time of the Equipment Notes and for the uses and purposes and subject to the terms and provisions set forth in the Indenture.

It is the intention of the parties hereto that all Equipment Notes issued and Outstanding under the Indenture rank on a parity with each other Equipment Note and that, as to each other Equipment Note, they be secured equally and ratably by the collateral described herein, without preference, priority or distinction of any one thereof over any other by reason of difference in time of issuance or otherwise.

This Supplement shall be construed as supplemental to the Indenture and shall form a part of it, and the Indenture is hereby incorporated by reference herein and each is hereby ratified, approved and confirmed.

This Supplement may be executed by the Owner Trustee and the Indenture Trustee in separate counterparts, each of which when so executed and delivered is an original, but all such counterparts shall together constitute but one and the same Supplement.

AND FURTHER, the Owner Trustee hereby acknowledges that the Replacement Unit referred to in the aforesaid Lease Supplement No. 2 (L-3N) Schedule A attached hereto and made a part hereof has been delivered to the Owner Trustee and is included in the property of the Owner Trustee covered by all the terms and conditions of the Trust Agreement, subject to the pledge or mortgage thereof under the Indenture.

AND FURTHER, the Indenture Trustee hereby releases all of its right and interest in and to and its Lien in, on and to the Unit suffering an Event of Loss identified in the aforesaid Lease Supplement No. 2 (L-3N) Schedule A as of the date hereof and hereby acknowledges that such Unit suffering an Event of Loss is no longer subject to the pledge and mortgage of the Indenture.

IN WITNESS WHEREOF, Shawmut Bank Connecticut, National Association (formerly known as The Connecticut National Bank), as the Owner Trustee and NationsBank of South Carolina, National Association, as the Indenture Trustee, have caused this Supplement to be duly executed by their respective officers thereunto duly authorized, as of the day and year first above written.

SHAWMUT BANK CONNECTICUT,  
NATIONAL ASSOCIATION (formerly  
known as The Connecticut National  
Bank), not in its individual  
capacity, but solely as Owner  
Trustee

By St M. Cil  
Name: STEVEN M. CIMALORE  
Title: VICE PRESIDENT

NATIONSBANK OF SOUTH CAROLINA,  
NATIONAL ASSOCIATION,  
as Indenture Trustee

By STEFAN Victory  
Name: Stefan Victory  
Title: Trust Officer

0001

STATE OF Georgia )  
COUNTY OF Fulton ) SS

On this 30th day of July, 1993, before me personally appeared STEVEN VICTORY, to me personally known, who being by me duly sworn, said that he is a TRUST OFFICER of NATIONSBANK OF SOUTH CAROLINA, NATIONAL ASSOCIATION, that said instrument was signed on such date on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument as the free act and deed of said corporation.

Jeannette A. Belt  
Notary Public

[NOTARIAL SEAL]

My commission expires: Notary Public, DeKalb County, Georgia  
My Commission Expires March 26, 1994

STATE OF CONNECTICUT )  
COUNTY OF HARTFORD ) SS

On this 28 day of July, 1993, before me personally appeared Steven Cimatore, to me personally known, who being by me duly sworn, said that he is a Vice President of SHAWMUT BANK CONNECTICUT, NATIONAL ASSOCIATION (formerly known as The Connecticut National Bank), that said instrument was signed on such date on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument as the free act and deed of said corporation.

Susan P McNally  
Notary Public

[NOTARIAL SEAL]

My commission expires: SUSAN P. McNALLY  
NOTARY PUBLIC  
MY COMM. EXPIRES MARCH 31, 1995



EXHIBIT A to  
INDENTURE SUPPLEMENT NO. 2  
Trust Indenture (L-3N) (UTC Trust No. 1992-A)

LEASE SUPPLEMENT NO. 2 (L-3N)  
(UTC Trust No. 1992-A)

Dated as of July 2, 1993

between

SHAWMUT BANK CONNECTICUT, NATIONAL ASSOCIATION  
Lessor

and

UNION TANK CAR COMPANY,  
Lessee

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CERTAIN OF THE RIGHT, TITLE AND INTEREST OF THE LESSOR IN AND TO THIS LEASE SUPPLEMENT, THE EQUIPMENT COVERED HEREBY AND THE RENT DUE AND TO BECOME DUE UNDER THE LEASE HAVE BEEN ASSIGNED AS COLLATERAL SECURITY TO, AND ARE SUBJECT TO A SECURITY INTEREST IN FAVOR OF, NATIONSBANK OF SOUTH CAROLINA, NATIONAL ASSOCIATION, NOT IN ITS INDIVIDUAL CAPACITY BUT SOLELY AS INDENTURE TRUSTEE UNDER A TRUST INDENTURE AND SECURITY AGREEMENT (UTC Trust No. 1992-A), DATED AS OF JUNE 30, 1992, BETWEEN SAID INDENTURE TRUSTEE, AS SECURED PARTY, AND THE LESSOR, AS DEBTOR. INFORMATION CONCERNING SUCH SECURITY INTEREST MAY BE OBTAINED FROM THE INDENTURE TRUSTEE AT ITS ADDRESS SET FORTH IN SECTION 20 OF THE LEASE. SEE SECTION 25.2 OF THE LEASE FOR INFORMATION CONCERNING THE RIGHTS OF THE ORIGINAL HOLDER AND THE HOLDERS OF THE VARIOUS COUNTERPARTS HEREOF.

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[Filed with the Interstate Commerce Commission pursuant to 49 U.S.C. § 11303 on \_\_\_\_\_, 1993, at \_\_:\_\_ [A.M.][P.M.], Recordation Number \_\_\_\_, and deposited in the office of the Registrar General of Canada pursuant to Section 90 of the Railway Act of Canada on \_\_\_\_\_, 1993, at \_\_:\_\_ [A.M.][P.M.]]<sup>1</sup>

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<sup>1</sup> For conformed copy

**LEASE SUPPLEMENT NO. 2 (L-3N)**  
**(UTC Trust No. 1992-A)**

LEASE SUPPLEMENT NO. 2 (L-3N) (UTC Trust No. 1992-A) dated July 2, 1993 (this "Lease Supplement") between Shawmut Bank Connecticut, National Association (formerly known as The Connecticut National Bank), not in its individual capacity but solely as Owner Trustee (the "Lessor") under the Trust Agreement, and Union Tank Car Company, a Delaware corporation (the "Lessee");

**W I T N E S S E T H :**

WHEREAS, the Lessor and the Lessee have heretofore entered into that certain Equipment Lease Agreement (L-3N) (UTC Trust No. 1992-A) dated as of June 30, 1992 (the "Lease"). Unless otherwise defined herein, capitalized terms used herein shall have the meanings specified in Appendix A to the Lease;

WHEREAS, Section 11.2 of the Lease gives Lessee the option, if one or more Units covered by the Lease suffer an Event of Loss, to convey to Lessor one or more Replacement Units to be leased to Lessee under the Lease in lieu of the Unit(s) suffering an Event of Loss; and

WHEREAS, Section 11.4 of the Lease provides for the execution and delivery of a Lease Supplement substantially in the form hereof for the purpose of confirming the acceptance and lease of the Replacement Unit(s) under the Lease as and when delivered by the Lessor to the Lessee in accordance with the terms thereof and for the transfer to the Lessee of all of Lessor's right, title and interest in and to the Unit(s) suffering an Event of Loss,

NOW, THEREFORE, in consideration of the premises and other good and sufficient consideration, the Lessor and the Lessee hereby agree as follows:

1. Inspection and Approval. The Lessee hereby acknowledges and confirms that it has inspected and approved the Replacement Unit set forth on Lease Supplement No. 2 (L-3N) Schedule A hereto and, as between the Lessor and the Lessee, such Replacement Unit complies in all material respects with the specifications for such Replacement Unit and is in good working order.

2. Delivery and Acceptance. The Lessor hereby confirms delivery and lease to the Lessee, and the Lessee hereby confirms acceptance and lease from the Lessor, under the Lease as hereby supplemented, of the Replacement Unit listed on Lease Supplement No. 2 (L-3N) Schedule A hereto.

3. Warranty. The Lessee hereby represents and warrants that no Event of Loss has occurred with respect to the Replacement Unit set forth on Lease Supplement No. 2 (L-3N) Schedule A hereto as of the date hereof.

4. Units Suffering Event of Loss. Subject to the execution and delivery of Indenture Supplement No. 2 (UTC Trust No. 1992-A) (L-3N) by Owner Trustee and Indenture Trustee releasing the Unit from the Lien of the Indenture, the Lessor hereby releases from the Lease the Unit which suffered an Event of Loss and which are set forth on Lease Supplement No. 2 (L-3N) Schedule A hereto as of the date hereof.

5. Confirmation. The Lessee hereby confirms its agreement, in accordance with the Lease as supplemented by this Lease Supplement, to pay Rent to the Lessor for each Replacement Unit leased hereunder as though such Replacement Unit were the Unit suffering an Event of Loss identified on Lease Supplement No. 2 (L-3N) Schedule A hereto.

6. Incorporation into Lease. This Lease Supplement shall be construed in connection with and as part of the Lease, and all terms, conditions and covenants contained in the Lease, as supplemented by this Lease Supplement, shall be and remain in full force and effect.

7. References. Any and all notices, requests, certificates and other instruments executed and delivered concurrently with or after the execution and delivery of this Lease Supplement may refer to the "Equipment Lease Agreement, dated as of June 30, 1992", the "Lease Agreement, dated as of June 30, 1992", or the "Lease, dated as of June 30, 1992", or may identify the Lease in any other respect without making specific reference to this Lease Supplement, but nevertheless all such references shall be deemed to include this Lease Supplement, unless the context shall otherwise require.

8. Counterparts. This Lease Supplement may be executed in any number of counterparts, each executed counterpart constituting an original but all together one and the same instrument.

IN WITNESS WHEREOF, the Lessor and the Lessee have caused this Lease Supplement to be duly executed and delivered on the day and year first above written.

**LESSOR:**

SHAWMUT BANK CONNECTICUT,  
NATIONAL ASSOCIATION, (formerly  
known as The Connecticut National  
Bank), not in its individual  
capacity, but solely as Owner  
Trustee

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**LESSEE:**

UNION TANK CAR COMPANY

By: \_\_\_\_\_  
Name: Stephen G. Dinsmore  
Title: Vice President

STATE OF \_\_\_\_\_ )  
 ) SS  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ of \_\_\_\_\_, 1993 before me personally appeared \_\_\_\_\_, to me personally known, who being by me duly sworn, says that he is the \_\_\_\_\_ of SHAWMUT BANK CONNECTICUT, NATIONAL ASSOCIATION (formerly known as The Connecticut National Bank), that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

\_\_\_\_\_  
Notary Public

[NOTARIAL SEAL]

My commission expires: \_\_\_\_\_

STATE OF ILLINOIS )  
 ) SS  
COUNTY OF COOK )

On this \_\_\_\_ day of July, 1993, before me personally appeared Stephen G. Dinsmore, to me personally known, who being by me duly sworn, says that he is the Vice President of UNION TANK CAR COMPANY, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

\_\_\_\_\_  
Notary Public

[NOTARIAL SEAL]

My commission expires: \_\_\_\_\_

LEASE SUPPLEMENT NO. 2 (L-3N) SCHEDULE A

Unit(s) Suffering an Event of Loss

<u>Built Month</u>	<u>Equip. Group No.</u>	<u>Mark</u>	<u>Car No.</u>	<u>AAR Code</u>	<u>DOT Class</u>	<u>BCV Specs</u>
Feb-Mar 91	10	UTLX	642626	T107	111A100W1	4G 2EC

Replacement Unit(s)

<u>Built Month</u>	<u>Equip. Group No.</u>	<u>Mark</u>	<u>Car No.</u>	<u>AAR Code</u>	<u>DOT Class</u>	<u>BCV Specs</u>
June 93	5	UTLX	644064	T105	111A100W1	T 4G 2EC

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STATE OF ILLINOIS)  
COUNTY OF COOK )

CERTIFICATE

The undersigned, Jean Fowler, a Notary Public in and for said County and State, hereby states that she has compared the attached copy of the Indenture Supplement No. 2 (UTC Trust No. 1992-A) (L-3N) with the original document thereof and hereby certifies that such attached copy is a true and correct copy of the original document in all respects.

In Witness Whereof, the undersigned has set her hand and seal this 3rd day of August, 1993.

Jean Fowler  
Notary Public

